

## EDUCATION CUSTOMER AMENDMENT TO SOFTWARE LICENSE AND SERVICES AGREEMENT

This Education Customer Amendment (this "**Amendment**") amends the Software License and Services Agreement or other license agreement (the "**Agreement**") between JAMF Software, LLC ("**Jamf**" or "**we**") and the organization identified below ("**Customer**" or "**you**") as set forth below. We acknowledge that certain public education institutions in the United States ("**Education Institutions**") are subject to laws, rules, and regulations that may restrict them from agreeing to certain contractual terms in contracts with private businesses. You represent and warrant that you are an Education Institution. Terms used but not defined in this Amendment have the meaning given to them in the Agreement.

1. Section 2 c) (Confidential Information definition) is replaced with the following:

**"Confidential Information"** means any proprietary or confidential information of any kind disclosed by a Party ("**Disclosing Party**") to the other Party ("**Receiving Party**") in any format. Confidential Information includes all information relating to a Party's business that has value to a Party and is not generally known to the public, including material non-public information as defined under federal and state securities laws in the United States, information that meets the definitions of confidential, trade secret, or similar information under applicable state open records or data practices laws, proprietary information, and trade secrets. Software, Trial Offerings, Beta Offerings, and Customer Content are Confidential Information. Confidential Information also includes information a Party designates as confidential or information that would reasonably be considered confidential under the circumstances in which it is disclosed. Confidential Information excludes information that (i) lawfully is or becomes part of the public domain through no act or omission of the Receiving Party, (ii) comes into a Party's lawful possession without restriction on disclosure, (iii) is independently created by a Party without use of or reliance on the other Party's Confidential Information or (iv) the Receiving Party can show, through its written records kept in the ordinary course of business, was already known by Receiving Party at the time of the disclosure.

2. Section 2 f) (Data Protection Laws definition) is replaced with the following:

**"Data Protection Laws"** means all applicable government data protection, student and education data privacy, data protection, privacy, and cyber security laws, rules, and regulations of any country, including (i) the EU General Data Protection Regulation 2016/679 ("**GDPR**"), (ii) the UK General Data Protection Regulation, with the meaning given in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018, (iii) the Swiss Federal Data Protection Act of 1 September 2023, (iv) data protection laws of the European Union, European Economic Area member states, or the United Kingdom that supplement the GDPR or UK GDPR, respectively, and (v) the California Consumer Privacy Act of 2018, as amended by the California Privacy Rights Act of 2020, all as amended or superseded from time to time.

3. Section 4 (Payment Terms) is replaced with the following:

**Payment Terms.** For direct purchases from Jamf, you will pay all invoices within 30 days from the date of invoice, unless otherwise stated in the relevant Quote or Order. You will pay fees and applicable taxes for the Product Offerings as set forth on the applicable Quote or Order. If you are a tax-exempt entity that is exempt from applicable taxes, you will provide us with a copy of your tax-exempt certificate by the Effective Date. Provided that we have received your tax-exempt certificate, we will not invoice, nor will you pay for any such applicable taxes. You will promptly notify us if your tax-exempt status changes. If you purchase from a Jamf-authorized reseller, payment terms are determined between you and the reseller and you agree (a) that we may share certain information about your account and purchases with that reseller only as permitted by Section 15 of this Agreement; (b) that this Agreement governs your use of the Product Offerings notwithstanding anything to the contrary in your agreement with the reseller; and (c) resellers are not permitted to make any changes to this Agreement or make any representations or warranties on behalf of Jamf.

4. Section 13 (Third-party Indemnification) is intentionally omitted from the Agreement.
5. Section 18 (Jamf Contracting Party, Choice of Law, Jurisdiction, and Venue) is revised to replace in its entirety the existing text of the Section with the following:

**Jamf Contracting Party, Choice of Law, Jurisdiction, and Venue.** The governing law of this Agreement and the courts that have jurisdiction over a dispute arising under this Agreement will be those of the state of your principal business address as set forth in the signature block below. Both Parties agree to that applicable governing law below without regard to choice of law or conflict of law rules. The Parties expressly agree to that, to personal jurisdiction of those courts, and to service of process in accordance with the applicable rules of civil procedure and waive any objection that the venue is not convenient.

6. Section 20 d) (Publicity) is replaced with the following:

Publicity. Neither Party may disclose the terms of this Agreement or use the other Party's name or logo, except for internal purposes or as required by law, without the other Party's prior written consent.

7. This Amendment will be binding upon and inure to the benefit of the Parties, their successors, and permitted assigns.
8. If any conflicts exist between the Agreement and this Amendment, this Amendment will prevail. Apart from any conflicts and revisions in this Amendment, the Agreement remains unchanged and in full force and effect.
9. This Amendment will become effective as of the last signature date below.

**JAMF Software, LLC**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

100 Washington Ave. S.  
Suite 900  
Minneapolis, MN 55401  
USA

legal@jamf.com

**Customer**

Name of Educational Institution:

\_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_